

**BEFORE THE MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

In the Matter of

Petition of Charter Fiberlink MA-CCO, LLC  
for Arbitration of an Amendment to the  
Interconnection Agreement Between Verizon-  
Massachusetts, Inc. and Charter Fiberlink MA-  
CCO, LLC Pursuant to Section 252 of the  
Communications Act of 1934, as Amended

D.T.E. Docket 06-56

**SUPPLEMENT TO THE PETITION  
OF  
CHARTER FIBERLINK MA-CCO, LLC FOR ARBITRATION  
OF AN AMENDMENT TO THE INTERCONNECTION AGREEMENT  
BETWEEN VERIZON-MASSACHUSETTS, INC. AND CHARTER FIBERLINK  
MA-CCO, LLC**

Carrie L. Cox  
[Ccox1@chartercom.com](mailto:Ccox1@chartercom.com)  
Michael R. Moore  
[Michael.Moore@chartercom.com](mailto:Michael.Moore@chartercom.com)  
Charter Communications, Inc.  
12405 Powerscourt Dr.  
St. Louis, MO 63131  
314-965-0555 (phone)  
314-965-6640 (fax)

Christopher W. Savage  
[chris.savage@crblaw.com](mailto:chris.savage@crblaw.com)  
K.C. Halm  
[kc.halm@crblaw.com](mailto:kc.halm@crblaw.com)  
Cole, Raywid & Braverman, L.L.P.  
1919 Penn. Ave., N.W., Suite 200  
Washington, D.C. 20006  
(202) 659-9750 (phone)  
(202) 452-0067 (fax)

*Its Attorneys*

Dated: July 26, 2006

Pursuant to the Hearing Officer's direction during the recent procedural conference in the above-captioned proceeding, held on Thursday, July 20, 2006, Charter Fiberlink MA-CCO, LLC ("Charter") hereby files its supplement to the technical issues identified in Issue 5 of Charter's Petition for Arbitration. This supplemental filing provides additional information to the Department and Verizon Massachusetts, Inc. ("Verizon") as to Charter's specific technical concerns with Exhibit A of the draft Fiber Meet amendment. This filing is based upon Charter's detailed, line-by-line review of Verizon's proposed Exhibit, which sets forth technical specifications and requirements for the Parties' Fiber Meet arrangement.

**Issue 5:        Miscellaneous Technical Issues**

**Issue 5(a) – Use of a SONET Terminal or Add/Drop Multiplexer**

**Charter's Position:**

Each Party will, at its own cost, obtain and install (at its own premise) its own SONET terminals rather than add/drop multiplexers.

**Verizon's Position:**

Each Party will, at its own cost, obtain and install (at its own premise) its own add/drop multiplexers rather than SONET terminals.

**DISCUSSION**

The basic dispute here is whether the Parties will use a "SONET terminal" or an "Add/Drop multiplexer" at their respective premises where the fiber optic facilities terminate. Charter proposes the use of a SONET terminal while Verizon proposes the

use of an Add/Drop multiplexer. This issue may be simply a question of semantics given that the Parties seem to contemplate the same functionality, but have different labels for the equipment that provides that functionality. Charter proposes to use the term "SONET" since, pursuant to section 3.2 of Exhibit A to the draft Fiber Meet amendment, the parties will interface at a SONET rate and optical interface standard. The add/drop capabilities of each Parties' respective multiplexers address how each Party will disaggregate the SONET signal into smaller, or tributary, signals. But, because the add/drop capabilities of the multiplexers, and the specifics of such, have no effect on the interface while the specific SONET optical interface standard does, SONET seems to be the more appropriate term.

#### **Issue 5(b) – Use of Multiple Terminals in a Ring Configuration**

##### **Charter's Position:**

The use of a ring configuration, pursuant to Section 3.1 of Exhibit A, should not preclude either Charter or Verizon from using multiple terminals in that ring.

##### **Verizon's Position:**

Verizon's contract language is silent on this issue.

#### **DISCUSSION**

Section 3.1 of Exhibit A to the draft Fiber Meet amendment establishes that the Fiber Meet arrangement will be built as a ring configuration. Charter does not object to the use of a ring configuration but wishes to clarify that the use of a ring configuration does not preclude either Charter or Verizon from using multiple terminals in that ring. If Verizon desires a ring configuration, then Charter should have the ability to connect one of its terminals to Leg A and another terminal to Leg B, thereby creating a three node

ring (Charter's two terminals and Verizon's one). Charter would not object to Verizon doing the same as well, or the Parties could build a four node ring.

**Issue 5(c) – Required Notice of Upgrade or Changes to Fiber Meet Equipment**

**Charter's Position:**

The Parties should provide written notice to one another of any upgrade or change to its firmware at least seven (7) days in advance of the scheduled event.

**Verizon's Position:**

The Parties should provide written notice to one another of any upgrade or change to its firmware at least fourteen (14) days in advance of the scheduled event.

**DISCUSSION**

In sections 4.1 and 4.2 the Parties agree that they should provide to one another appropriate advance written notice of any upgrade or change to its firmware. However, the Parties disagree as to the appropriate length of that notice; Verizon advocates notice of fourteen (14) days, while Charter advocates notice of seven (7) days. In addition, Verizon proposes that each Party's notice "describes the upgrade or change to its firmware." Charter does not believe that the notice needs to actually describe the upgrade or change in any significant detail. Instead, the notice should simply provide sufficient information to the other Party of the scheduled event. Charter's proposal is preferred because it provides sufficient notice without burdening either side with the obligation to provide excessive details or descriptions of planned network changes, including changes to the firmware. Of course, either Party can always ask for additional information—nothing in the agreement precludes the exchange of such additional information.

**Issue 5(d) – Compensation for Construction and/or Implementation Expenses Generated by a Move or Change to the Fiber Meet Point Arrangement**

**Charter's Position:**

Where either Party is required to move or change portions of the Fiber Meet arrangement due to an order, directive or other decree of a municipality, county, zoning board or other governmental or quasi-governmental authority, for example to relocate out of a public right-of-way or move from aerial facilities to underground, then the Party that is subject to the order or directive will not have to compensate the other Party for any costs incurred by the other Party due to any move or change to the Fiber Meet arrangement.

**Verizon's Position:**

In all instances, regardless of the circumstances necessitating the move or change, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.

**DISCUSSION**

This issue raises the question of who is required to pay for potential costs of moving or changing the Fiber Meet arrangement in the future. Section 8.3 of Exhibit A requires both Parties to compensate the other party for changes to the meet point after it has been designed. However, this provision is silent on the question of who must pay for the changes if they arise due to the order or directive of a local or municipal government, or other related authority, with jurisdiction over the public rights-of-way. For example, a municipality that regulates the terms and conditions of access to a public right-of-way may require one Party to relocate or move fiber in the right-of-way, possibly from aerial

to underground, or in some other similar manner. In such instances Charter believes it is equitable and fair for both Parties to assume the cost of any such moves or changes to the Fiber Meet arrangement. This differs from Verizon's proposal which requires the requesting Party to pay the other Party the "reasonable actual incurred construction and/or implementation expenses" associated with the move under all circumstances (regardless of the reason for the move or change).

Charter's proposals with respect to these technical issues are reasonable and equitable. The Department should therefore order the parties to implement Charter's proposed contract language, as identified in Exhibit 1 to this Supplement.

Respectfully submitted,  
**Charter Fiberlink MA-CCO, LLC**

By: 

Carrie L. Cox  
[Ccox1@chartercom.com](mailto:Ccox1@chartercom.com)  
Michael R. Moore  
[Michael.Moore@chartercom.com](mailto:Michael.Moore@chartercom.com)  
Charter Communications, Inc.  
12405 Powerscourt Dr.  
St. Louis, MO 63131  
314-965-0555 (phone)  
314-965-6640 (fax)

Christopher W. Savage  
[chris.savage@crblaw.com](mailto:chris.savage@crblaw.com)  
K.C. Halm  
[kc.halm@crblaw.com](mailto:kc.halm@crblaw.com)  
Cole, Raywid & Braverman, L.L.P.  
1919 Penn. Ave., N.W., Suite 200  
Washington, D.C. 20006  
(202) 659-9750 (phone)  
(202) 452-0067 (fax)

*Its Attorneys*

Dated: July 26, 2006

**EXHIBIT 1 TO CHARTER  
SUPPLEMENT TO PETITION FOR  
ARBITRATION**

**D.T.E. 06-56**

Exhibit A

Technical Specifications and Requirements

for

\*\*\*CLEC Acronym TXT\*\*\* - [VERIZON LEGAL NAME] Fiber Meet Arrangement No. [XX]

The following technical specifications and requirements will apply to \*\*\*CLEC Acronym TXT\*\*\* - [VERIZON LEGAL NAME] Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF WIRE CENTER/CENTRAL OFFICE] and \*\*\*CLEC Acronym TXT\*\*\*'s [NAME OF SWITCH/WIRE CENTER/CENTRAL OFFICE] in the state of [STATE]. A diagram of FM No. [XX] is included as Appendix A.
2. Fiber Meet Points ("FMPs").
  - 2.1 FM No. [XX] will be configured as shown on Appendix A. FM No. [XX] will have two FMPs. ~~Neither FMP is more than three (3) miles from the nearest Verizon Wire Center.~~
  - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [ ] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for \*\*\*CLEC Acronym TXT\*\*\* to connect [ ] strands of its fiber cable [ ] connectors. Verizon's FNID will be locked, but Verizon and \*\*\*CLEC Acronym TXT\*\*\* will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
  - 2.3 \*\*\*CLEC Acronym TXT\*\*\* will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [ ] strands of its fiber optic cable in the FNID. The FNID provisioned by \*\*\*CLEC Acronym TXT\*\*\* will be a [MANUFACTURER, MODEL]. \*\*\*CLEC Acronym TXT\*\*\* will bear the cost of installing and maintaining its FNID. The fiber patch panel within \*\*\*CLEC Acronym TXT\*\*\*'s FNID will serve as FMP No. 2. \*\*\*CLEC Acronym TXT\*\*\* will provide a fiber stub at the fiber patch panel in \*\*\*CLEC Acronym TXT\*\*\*'s FNID for Verizon to connect [ ] strands of its fiber cable. \*\*\*CLEC Acronym TXT\*\*\*'s FNID will be locked, but \*\*\*CLEC Acronym TXT\*\*\* and Verizon will have 24 hour access to their respective side of the fiber patch panel located in \*\*\*CLEC Acronym TXT\*\*\*'s FNID.
3. Transmission Characteristics.
  - 3.1 FM No. [XX] will be built [as a ring configuration]. Either Party may deploy one or more terminals within the ring configuration that is established pursuant to this section.



- 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].
- 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
- 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
- 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].
- 3.6 The path switch protection shall be set as [Non-Revertive].
- 3.7 Verizon and \*\*\*CLEC Acronym TXT\*\*\* shall provide [Primary Reference Source traceable timing].

4. Add Drop MultiplexerSONET Terminal.

- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own SONET TerminalAdd Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Sonet TerminalAdd Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its SONET TerminalAdd Drop Multiplexer, Verizon must provide \*\*\*CLEC Acronym TXT\*\*\* with ~~fourteen (14)~~ seven (7) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's SONET TerminalAdd Drop Multiplexer.
- 4.2 \*\*\*CLEC Acronym TXT\*\*\* will, at its own cost, obtain and install (at its own premise) its own SONET TerminalAdd Drop Multiplexer. \*\*\*CLEC Acronym TXT\*\*\* will use a [MANUFACTURER, MODEL] Add Drop MultiplexerSONET Terminal with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its SONET TerminalAdd Drop Multiplexer, \*\*\*CLEC Acronym TXT\*\*\* must provide Verizon with ~~fourteen (14)~~ seven (7) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in \*\*\*CLEC Acronym TXT\*\*\*'s Add Drop MultiplexerSONET Terminal.
- 4.3 \*\*\*CLEC Acronym TXT\*\*\* and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop MultiplexerSONET Terminal and will revert to the previous version of firmware.
- 4.4 The Data Communication Channel shall be disabled between the Verizon and \*\*\*CLEC Acronym TXT\*\*\* Add Drop Multiplexers of FM No. [XX].

5. Testing.

Prior to turn-up of FM No. [XX], Verizon and \*\*\*CLEC Acronym TXT\*\*\* will mutually develop and implement testing procedures for FM No. [XX]

6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").

- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to \*\*\*CLEC Acronym TXT\*\*\* as a final step of turn up of the FM No. [XX].

- 6.2 For one-way trunk arrangements established pursuant to the terms of the Agreement (to the extent the Agreement contains such terms), Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and \*\*\*CLEC Acronym TXT\*\*\* will control the CFA for the subtending facilities and trunks connected to \*\*\*CLEC Acronym TXT\*\*\*'s slots. \*\*\*CLEC Acronym TXT\*\*\* will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and \*\*\*CLEC Acronym TXT\*\*\* shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and \*\*\*CLEC Acronym TXT\*\*\*'s Add Drop Multiplexer in FM No. [XX].
- 6.3 For two-way trunk arrangements established pursuant to the terms of the Agreement (to the extent the Agreement contains such terms), \*\*\*CLEC Acronym TXT\*\*\* shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. \*\*\*CLEC Acronym TXT\*\*\* shall place facility and trunk orders against the total available SAA capacity of FM No. [XX]. Notwithstanding this obligation, as set forth in the attached Amendment, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Amendment.

7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and \*\*\*CLEC Acronym TXT\*\*\* will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and \*\*\*CLEC Acronym TXT\*\*\* will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. \*\*\*CLEC Acronym TXT\*\*\* will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the \*\*\*CLEC Acronym TXT\*\*\*'s side of the FMPs, as well as delivering its applicable traffic to the FMPs.
- 7.4 Verizon and \*\*\*CLEC Acronym TXT\*\*\* will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and \*\*\*CLEC Acronym TXT\*\*\* will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation.

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.

- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses, except that such compensation obligations will not apply if the move or change arises because of an order or directive of a governmental authority with jurisdiction over the public rights-of-way or the Parties' facilities located in such rights-of-way. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing.

\*\*\*CLEC Acronym TXT\*\*\*

Verizon

By: \_\_\_\_\_

By: \_\_\_\_\_

## CERTIFICATE OF SERVICE

I, Debra Sloan, hereby certify that on July 26, 2006, I served a true and correct copy of the foregoing *Supplement to the Petition of Charter Fiberlink MA-CCO, LLC for Arbitration of an Amendment to the Interconnection Agreement Between Verizon-Massachusetts, Inc. and Charter Fiberlink MA-CCO-LLC* via Federal Express and electronic copy upon the following:

Bruce P. Beausejour, Esq.  
Alexander W. Moore, Esq.  
Verizon Massachusetts, Inc.  
Associate General Counsel  
185 Franklin Street, 13<sup>th</sup> Floor  
Boston, MA 02110-1585  
[bruce.p.beausejour@verizon.com](mailto:bruce.p.beausejour@verizon.com)  
[alexander.w.moore@verizon.com](mailto:alexander.w.moore@verizon.com)

Carol Pieper, Arbitrator  
Massachusetts Dept. of  
Telecommunications and Energy  
One South Station, 2<sup>nd</sup> Floor  
Boston, MA 02110  
[carol.pieper@state.ma.us](mailto:carol.pieper@state.ma.us)

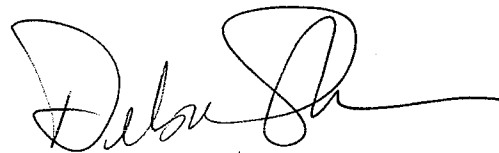
Paula Foley, Assistant General Counsel  
Massachusetts Dept. of  
Telecommunications and Energy  
Massachusetts Dept. of  
Telecommunications and Energy  
[paula.foley@state.ma.us](mailto:paula.foley@state.ma.us)

Michael Isenberg, Director  
Telecommunications Division  
Massachusetts Dept. of  
Telecommunications and Energy  
One South Station, 2<sup>nd</sup> Floor  
Boston, MA 02110  
[mike.isenberg@state.ma.us](mailto:mike.isenberg@state.ma.us)

Berhane Adhanom, Analyst  
Telecommunications Division  
Massachusetts Dept. of  
Telecommunications and Energy  
One South Station, 2<sup>nd</sup> Floor  
Boston, MA 02110  
[berhane.adhanom@state.ma.us](mailto:berhane.adhanom@state.ma.us)

Stella Finn, Analyst  
Telecommunications Division  
Massachusetts Dept. of  
Telecommunications and Energy  
One South Station, 2<sup>nd</sup> Floor  
Boston, MA 02110  
[stella.finn@state.ma.us](mailto:stella.finn@state.ma.us)

James G. Pachulski  
TechNet Law Group, P.C.  
1100 New York Avenue, NW  
Suite 365W  
Washington, DC 20005-3934  
[jpach@technetlaw.com](mailto:jpach@technetlaw.com)



Debra Sloan